

Taylor County / P.P.M.E. Local 2003

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PUBLIC EMPLOYMENT
RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN

TAYLOR COUNTY, IOWA

AND

PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES LOCAL UNION 2003, I.U.P.A.T.

REPORT OF FACT-FINDER

May 10, 2002

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PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES LOCAL UNION 2003, I.U.P.A.T.

I. APPEARANCES

For the County:

Mr. James Swanger, Attorney at Law and Spokesperson

Mr. Kris Katzmann, Assistant County Engineer

Ms. Bonny Baker, County Auditor

Mr. Leland Little, County Supervisor

For the Union:

Ms. Deb Groene, Business Representative and Spokesperson

Mr. Dick Williams, International Representative and Spokesperson

Mr. Rodger Dukes, Local President

Mr. Clarence Vore, Negotiating Team Member

Mr. Terry Nicholson, Negotiating Team Member

II. BACKGROUND

The undersigned was selected by mutual agreement of the parties to conduct a fact-finding hearing under the statutory impasse procedures of the Iowa Public Employment Relations Act, Sections 20.19 and 20.21. The parties have mutually agreed to waive the statutory time limitation for the completion of bargaining through June 12, 2002. The hearing was held Tuesday, April 30, 2002 at the Taylor County Courthouse, Bedford, Iowa. The hearing was formally opened at 10:00 a.m. and closed at 1:35 p.m. after both parties' presentation of evidence and oral argument. The parties agreed that this report should be completed and mailed within fifteen days of the close of the hearing (postmarked no later than Wednesday, May 15, 2002).

Taylor County (hereafter also referred to as "County" or "Employer") is located in far south-western Iowa. Public Professional and Maintenance Employees Local 2003, IUPAT, (hereafter referred to as "PPME" or "Union") was recognized as the certified bargaining representative for the Taylor County secondary road employees by the Iowa Public Employment Relations Board on December 13, 2001. The unit consists of 24 secondary road employees. Previously, these employees were an independent unit (certified as a bargaining unit on October 6, 1976, Case No. 648 and amended 785) and had bargained on their own behalf. The parties held nine (9) negotiation sessions prior to mediation, which took place on April 15, 2002.

Fifteen issues were presented to the fact-finder: safety shoe allowance, grievance procedure language, hours of work and overtime language, holidays, sick leave, funeral leave, disability leave, longevity, workers compensation, dues check-off and

indemnification, insurance, minimum hourly wage language, general provisions article language, hourly wage rates and miscellaneous article language.

Although there are no statutorily mandated criteria to be applied or considered by fact-finders under the Iowa Public Employment Relations Act, the statute does list specific criteria to be considered by an interest arbitrator. Section 22, Paragraph 9 of the Iowa Public Employment Relations Act directs arbitrators to consider, in addition to any other relevant factors, the following factors:

1. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
2. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
3. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
4. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

While recognizing that the present matter is not an arbitration proceeding, the assessment of the evidence and the findings and recommendations contained herein have taken into consideration the above criteria.

The parties have been through impasse proceedings on one other occasion. In 1983, arbitrator Martin Wagner accepted a group of nine counties for comparability purposes.¹ The Union relies on these same counties as its primary comparability group but also included data from three additional counties. This fact-finder will focus on the nine primary counties for comparability guidance.

¹ Because Taylor County is along the southern border of the state, only four counties are immediately adjoining: Adams, Page, Ringgold and Union. Five additional counties surround these along the southern border: Clarke, Decatur, Fremont, Miles and Montgomery.

III. NEGOTIABILITY DISPUTE

The County presented the fact-finder with written objection to the Union's proposal regarding paying of unused sick leave upon termination of employment and the Union's proposal regarding an additional longevity bank that would accumulate up to ninety (90) days and be payable upon separation of employment based upon years of service. The County's position is that these proposals are permissive subjects of bargaining and/or retirement systems, and as such, are not subject to collective bargaining and/or are excluded from the scope of negotiations under Section 20.9 of the Iowa Code. The fact-finder hand-delivered the County's written objection to the Iowa Public Employment Relations Board (hereafter referred to as "Board"), 514 East Locust, Suite 202, Des Moines, Iowa at 3:23 p.m., April 30, 2002. On May 2, 2002, the fact-finder mailed a petition for expedited resolution of negotiability dispute to the Board and, on May 9, 2002, the fact-finder received a facsimile copy of the Board's preliminary ruling on negotiability dispute. That ruling will be specifically discussed by impasse issue.

IV. ISSUE BY ISSUE DISCUSSION AND RECOMMENDATION

A large number of language issues were presented to the fact-finder. Both parties acknowledged that neutrals are generally reluctant to change existing contract language without strong documentation that the existing contract language is causing unreasonable hardship to one of the parties and the other party is unreasonably refusing to agree to any change(s) which would address said hardship. The fact-finder realizes that the change in the bargaining unit's representative may explain why there are so many language issues being presented by the parties. However, changes to the parties' current contract

language should not be recommended by a neutral without a clear demonstration of need and strong comparability support. There is a long history of prior bargaining by this unit and Taylor County which has resulted in the current contract's language. A neutral cannot know what prior "bargains" might be destroyed or disrupted by unnecessarily recommending changes to previously negotiated contract language. Both parties have proposed numerous language changes and, although the following discussion is presented in an issue-by-issue order, the fact-finder has studied all of these impasse issues as sub-parts of a combined total impasse and the fact-finder's recommendations are to be understood in this context.

1. Safety Shoe Allowance:

The current contract provides an allowance of \$25.00 (one payment per year) for steel-toe safety shoes upon presentation of proof of purchase. The Union argues that this allowance should be increased to \$100.00 per year and the County is proposing no change to the current contract language. The Union argues that the \$25.00 allowance has not been changed in many years and this allowance does not begin to cover the cost of steel-toe safety shoes. The County argues that the parties' intent was never to cover the total cost of buying steel-toe shoes. The County argues that this language was merely intended to help address the increased cost of buying steel-toe shoes over standard work shoes.

The record does not support recommending any change to the current contract language. The Union's comparability exhibit reports that one adjoining county pays \$50.00 every two years for safety lenses and another pays \$80.00 every two years for

safety lenses while the other two adjoining counties pay no monetary safety allowance. Two of the surrounding counties are reported as paying the cost of CDL licenses and Clarke is reported as paying \$30.00 for boots, \$60.00 if culvert crew and CDL. There is simply not a strong enough comparability argument to recommend changing the current contract language at this time.

2. Grievance Procedure Language:

Both parties are proposing new language to the current contract. Currently, no grievance language allows for grievances to be heard by a neutral. Employees may present “complaints” to the Board of Supervisors. The parties have tentatively agreed to several sections of a grievance procedure article (Article VIII), but are at impasse over language for sections four (8.4) and six (8.6).

Because both parties are recommending new language, and they have otherwise agreed upon most of the grievance procedure article, the fact-finder is recommending the Union’s proposal for Section 8.4. The Union’s proposal for this section is very comparable to the other counties. The fact-finder is recommending the following language for Section 8.6:

The investigation or processing of a grievance by the Union representative(s) shall be carried out in a manner which does not interfere with normal operations of the County, by first obtaining permission of the immediate supervisor, or Department Head if immediate supervisor is not available. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The Union shall have no more than two (2) members investigating or processing a single grievance. Time spent by the Union representatives on a single complaint shall be without pay unless permission is requested from his/her immediate supervisor in advance, and such permission shall not be unreasonably withheld.

This recommendation comes from the language used in Adams, Page, Ringgold and Union.² This recommended language addresses the concerns raised by both parties at the hearing and addresses the objections raised regarding each party's proposed language for this section.

3. Hours of Work and Overtime Language:

Most of the current contract language, with adjustments, has been tentatively agreed to (Article IX), but the parties are at impasse over language for sections one (9.1) and six (9.6). Both parties are proposing language for section one (9.1) while only the County proposes language for section six (9.6). The Union argues that the County's proposed language for section six (9.6) is not necessary and not supported by the comparability counties. The fact-finder agrees with the Union regarding the County's proposed language for section six (9.6) and, as such, no such language is recommended by the fact-finder. The comparability evidence more strongly supports the Union's proposed language for section one (9.1) and, as such, the Union's proposed language is recommended by the fact-finder.

4. Holidays:

The Union is proposing to leave the current contract language regarding holidays unchanged. The County is proposing to reduce paid holidays as well as making language changes regarding eligibility to receive holiday pay. There was no evidence that the

² Page provides for no more than one (1) member "investigating or processing a single grievance or at the negotiating table." (emphasis added). The other three counties, and the fact-finder's recommendation, provide for no more than two (2) members investigating or processing a single grievance.

current language has created problems in the past, and the comparability evidence supports continuation of the current language. As such, the fact-finder recommends that the current holiday language be included in the next agreement.

5. Sick Leave:

As earlier explained, the County presented the fact-finder with a negotiability dispute regarding certain aspects of this impasse issue. The current contract provides for payment of unused sick leave upon termination of employment as follows:

Upon termination of employment, unused sick leave shall be paid for at the employee's current rate of pay as follows:

- 1) Less than one (1) year of service – no compensation.
- 2) One (1) to ten (10) years of service – one fourth of the unused sick leave up to 22 1/2 days.
- 3) Over ten (10) years of service – one half of the unused sick leave up to 45 days.
- 4) Termination because of permanent disability – 100% of unused sick leave.

The Union proposed continuation of this current language and the County filed a negotiability objection to this language. The Board's preliminary ruling is that this language is a permissive subject of bargaining. As such, this language is not properly before the fact-finder and cannot be considered for continuation by this neutral.

As to the other aspects of this impasse issue, the current contract provides for paid sick leave to be granted at a rate of sixteen (16) hours per month to a maximum accumulation of 720 hours. The Union proposes that this language remain unchanged while the County is proposing that, "sick leave with pay at the employee's regular hourly rate shall accumulate at the rate of eight (8) hours per month of continuous employment in which an employee has no unexcused absence."

The fact-finder is recommending that the current contract language for accumulating paid sick leave remain unchanged. Union Exhibit #14 reports that the nine-county comparability group has two counties which similarly accrue paid sick days at the rate of two (2) days per month. Although this is the highest rate reported, Taylor County is not unique in having such a rate and the fact-finder is unwilling to disrupt the past bargaining history without a greater showing of need.

As to the other language disputes involving the sick leave article, the fact-finder is recommending the current sick leave language. Both parties have proposed modifying certain aspects of the current language, but there was insufficient evidence presented at the hearing that the current language has created any problems requiring a neutral to recommend changes at this time. The differences between the parties are best left for future negotiation by the parties. The current language has served the parties adequately in the past and is better than any language that this neutral could recommend unilaterally.

6. Funeral Leave:

The current contract provides that: "Employees will be granted time off from the time of death through the day of the funeral with no loss of pay to attend to the required preparations in the event of the death of..." (continues on for several paragraphs). The Union proposes that the current funeral leave language remain unchanged. The County proposes many language changes to the current contract's funeral leave, only one of which would be to specify the number of days at three (3) calendar days absence. Union Exhibit #17 presents a comparison with the other nine counties regarding number of days specified for funeral leave. There was not sufficient evidence presented at the hearing

that the current contract language has caused significant problems in the past.³ As such, the fact-finder recommends continuation of the current contract language for funeral leave.

7. Disability Leave:

The Union is recommending that the current contract language on disability leave continue unchanged. The County is proposing several language changes. There was not sufficient evidence presented at the hearing that the current contract language has caused significant problems in the past and the fact-finder recommends continuation of the current language.

8. Longevity:

As earlier explained, the County presented the fact-finder with a negotiability dispute regarding certain aspects of this impasse issue. The Union is proposing to add the following new language for an additional longevity bank:

Employee shall receive two (2) days per month, accumulating up to ninety (90) days during the first four years of employment that will be placed in a longevity bank. Employees who, on July 1, 2002, have 45 months of service with the County shall be credited with ninety (90) days in their longevity bank.

Employees shall receive twenty-five percent (25%) of the accumulated longevity bank upon separation of employment for one (1) through ten (10) years of service with the County.

Employees shall receive fifty percent (50%) of the accumulated longevity bank upon separation of employment after ten (10) years of service with the County.

³ There may have been one incident over twenty years ago that was vaguely referred to at the hearing, but this does not persuade the fact-finder that there is an immediate need to change the current contract language.

Employees shall receive 100% of the accumulated longevity bank upon separation of employment due to a permanent disability.

Employee longevity will be computed and banked and pay rates will be increased for anyone who has completed one of the above service increments on the first pay period after the anniversary of their employment.

The County filed a negotiability objection to this language and the Board's preliminary ruling is that the second-to-last sentence, which provides, "Employees shall receive 100% of the accumulated longevity bank upon separation of employment due to a permanent disability" is a permissive subject of bargaining. The Board's preliminary ruling is that the remainder of the proposed language is a mandatory subject of bargaining.

As such, the fact-finder has considered that portion of the Union's proposal for an additional longevity bank that was determined to be a mandatory subject. Only Freemont County appears to have some sort of a longevity accumulation bank and its provisions are much different from the Union's proposed language. The fact-finder does not find sufficient comparability evidence to recommend the Union's proposal for an additional longevity bank at this time.

As to the other aspects of this impasse issue, the current contract provides for additional hourly compensation as follows:

- After five years of continuous employment - .08 per hour
- After ten years of continuous employment - .13 per hour
- After fifteen years of continuous employment - .17 per hour
- After twenty years of continuous employment - .22 per hour
- After twenty-five years of continuous employment - .26 per hour

The Union proposes no change to this current schedule while the County is proposing to lower the longevity schedule as follows:

- After five years of continuous employment - .05 per hour
- After ten years of continuous employment - .10 per hour
- After fifteen years of continuous employment - .15 per hour
- After twenty years of continuous employment - .20 per hour
- After twenty-five years of continuous employment - .25 per hour

The fact-finder recommends that the current contract longevity schedule remain unchanged. Union Exhibit #18 reports that Taylor County's longevity schedule is not unusual. It is reported to be two cents higher than the average for five years and one cent higher than the average for ten years; but it is reported to be one cent lower than the average for fifteen years, three cents lower than the average for twenty years and four cents lower than the average for twenty-five years. There is insufficient comparability evidence to recommend any change to the current longevity schedule.

9. Workers Compensation:

Again, there was no evidence presented at the hearing regarding why the current contract language is unworkable. Both parties are proposing language which would change the current language, but neither party convinced the fact-finder that the current language would cause unreasonable hardship to one of the parties and the other party is unreasonably refusing to agree to any change(s) which would address this hardship. As such, the fact-finder is recommending the current contract language on workers compensation. The differences between the parties are best left for future negotiations.

10. Dues Check-Off and Indemnification:

Because this bargaining unit had previously been an independent unit, and bargained on their own behalf, there is no current contract language for dues check-off and indemnification. The County opposes any such language while the Union has proposed language which is similar to all other comparable counties that are similarly organized. The fact-finder has read all of the comparable contracts submitted by the parties and notes that there is some variation regarding notice period for revocation and/or commencement of the first deduction.⁴ As such, the fact-finder recommends the following language for dues check-off and indemnification:

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The County will enclose with the deduction a list of unit employees indicating those employees for which dues have been deducted.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

This recommendation is overwhelmingly supported by both parties' comparability exhibits.

⁴ Three of the four adjoining counties (Adams, Union and Ringgold), specifically state that thirty (30) days written notice is needed to revoke the dues check-off and the County shall/will require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

11. Insurance:

There are numerous language issues involving this impasse item. The current contract provides that the County will pay the full cost of a hospitalization and major medical insurance program for all qualified employees. The County currently pays fifteen percent (15%) of family insurance coverage. Currently, employees pay the cost of group term life insurance. At the time the current agreement was negotiated, Taylor County purchased insurance with a \$250/\$500 deductible and a maximum out-of-pocket exposure of \$1000/\$2000. In the middle of the current agreement, the County changed from Plan 4 of the ISAC Plan to Plan 5, which doubled the deductibles to which employees are exposed to \$500/\$1000 and the maximum out-of-pocket exposure increased to \$1500/\$3000.

The County proposes to “cap” the payment toward hospitalization and major medical insurance for all qualified employees at \$399, plus 50% of any increase in said premium after July 1, 2002, and the remaining 50% shall be paid by the eligible employee through payroll deductions. The County argues that such a cap is necessary due to the constantly increasing premiums each year (County Exs. #8 and #9). The County also proposes language limiting its contribution toward the cost of family insurance if an employee’s spouse has other health insurance available.

The Union opposes any “cap” on the payment for hospitalization and major medical insurance for all qualified employees. The Union proposes that the County pay the entire cost of the dependent premium except \$140.00 per month. The Union also proposes that the County pay the cost of group term life insurance.

The fact-finder is not persuaded to recommend any changes to the current contract regarding the insurance language. This language is the result of the parties' past bargaining and any changes should be mutually agreed upon at the bargaining table if at all possible. The fact-finder understands that many of the comparable counties may have lower deductibles than Taylor County and that the Taylor County employees may make a greater contribution toward dependent coverage. (Union Exhibits #22 and #23). However, it is not appropriate for a neutral to recommend changing the parties' previously negotiated language without a greater showing of need and comparability support. For similar reasons, the fact-finder is also unwilling to recommend any of the County's proposed changes to the current insurance language.

12. Minimum Hourly Wage Language:

The current contract contains the hourly salaries prescribed in the pay plan for their job positions right in the main text of the agreement. The County is proposing an article entitled, "Minimum Hourly Wage Rates." This article would state: "The minimum regular straight-time hourly rates of pay for employees covered by this Agreement are set out in Appendix "A," which is attached hereto." The Union opposes adding this article language to the contract because of the use of the word "minimum." The Union argues that this language would allow the County to unilaterally set wages higher without negotiating with the Union.

The fact-finder agrees with the Union's concerns regarding the use of the word "minimum" and does not recommend this language. If any language is needed, use the current contract language: "All permanent, full-time employees shall be paid the hourly

salaries prescribed in the pay plan for their job position.” Whether this is set out in an appendix or in the main text of the agreement is up to the parties.

13. General Provisions Article Language:

The current contract, Article XVI, has general provisions and term of agreement language. The Union proposes not adding this language to the next contract whereas the County has proposed modifying some of the language. As one example, the “zipper” language proposed by the County is much more specific than the current contract language. The fact-finder recommends continuation of the current article subject to updating the term of agreement language. The parties were in agreement at the hearing that this would be a one year contract effective on July 1, 2002. There was no evidence to persuade this neutral to otherwise recommend changing the current language.

14. Hourly Wage Rates:

The current contract was a two-year agreement and provided for a 56 cent (\$.56) increase across-the-board commencing July 1, 2001. The current contract also states the following regarding New Hires:⁵

In categories Maintenance Operator II, Maintenance Operator I, Sign Foreman, Maintenance Laborer II and Maintenance Laborer I, hourly wage will be \$1.88 below base wage. Upon completion of six (6) months of employment, hourly wage will be \$0.94 below base wage. Upon completion of one year of employment, hourly wage will be base wage.

In other categories, rate of pay will be \$0.28 below base wage. At completion of one year of employment, hourly wage will be base wage.

⁵ Page 16 of the current contract. Union Ex. #1 and County Ex. #2.

Each new employee hired on or after July 1, 1987 shall be hired at the base salary classification which accords with his work position for a twelve-month probationary period.

The Union proposes an 85 cent (\$.85) increase across-the-board for all classifications. The Union also proposes that the starting rate for new hires be fifty cents (\$.50) an hour less, while on probation, than the applicable posted rate for the job classifications. The County proposes no increase to the current wage rates and that the starting rate for new hires be two dollars (\$2.00) an hour less, while on probation.

Combining the Union's introduction exhibit describing the bargaining unit with the current contract's listing of the pay plan, results in the following summary:

<u>Job Position Title</u>	<u>Current Wage</u>	<u>Number of Employees</u>
Engineering Tech. III	13.69 per hour	none
Engineering Tech. II	13.24 per hour	none
Engineering Tech. I	12.82 per hour	two (2) employees
Engineering Aid	12.18 per hour	none
Assistant Office Manager ⁶	12.43 per hour	none
General Superintendent	14.07 per hour	none
Shop Superintendent	13.71 per hour	one (1) employee
Mechanic	13.33 per hour	none
Maint. Superintendent	13.16 per hour	one (1) employee
Maint. Operator III	12.82 per hour	two (2) employees
Maint. Operator II	12.67 per hour	eight (8) employees
Maint. Operator I	12.48 per hour	five (5) employees

⁶ Page 16 of the current contract lists this position and the next, General Superintendent, but neither party's fact-finder exhibits include these two positions for the new contract. Union FF Ex. and County Ex. #1.

Sign Foreman	12.82 per hour	one (1) employee
Maint. Laborer II	12.40 per hour	four (4) employees
Maint. Laborer I	12.18 per hour	none

The Union compares the current wage rates for patrol operator and reports that Taylor County is 65 cents (\$.65) below the average (Union Ex. #29). The Union reports settlements from the comparability counties as ranging from a thirty-two cents (\$.32) per hour increase to a fifty-two cents (\$.52) per hour increase for patrol operator, with an average increase of forty-four cents (\$.44) per hour (Union Ex. #30). The Union argues that this reflects a percentage increase to hourly rates for patrol operator ranging between 2.60% and 3.97%, with an average increase of 3.39% (Union Exhibit #31). The County responded to this exhibit by noting that the more relevant comparison would be “total package” increase, not simply the hourly rate increases for patrol operator. As such, the County argues that although the hourly percentage increase for patrol operator at Ringgold County might have averaged 3.44%, the total package increase at Ringgold County was 2.2%.

The County argues that a zero increase is justified, in part, because of the low inflation rate (County Ex. #4). County Exhibit #5 reports the median household money income in the five counties contiguous to Taylor County and County Exhibit #6 compares the county population, county property taxes and county taxable property valuation for these same counties. County Exhibit #10 explains the source of funds for the secondary road fund/department and the 2002-2003 budget cuts in addition to no wage increases for other county departments.

The fact-finder recommends a forty-seven cents (\$0.47) per hour increase across-the-board for all classifications. This is reported to be the same increase as that agreed to in Adams County and awarded by the arbitrator in Ringgold County (Union Ex. #30). As such, this recommendation is very strongly supported by the comparability counties. The fact-finder is also aware that the likely impact of the Iowa Public Employment Relations Board's negotiability ruling will result in the parties' next contract not continuing the language in the sick leave article for the pay-out of unused leave upon termination of employment. In this light, it seems appropriate to recommend a salary increase even though no other employees in Taylor County are expected to have any increases to their salaries.

The parties have tentatively agreed that the probationary period will be reduced from the current one year to six months (County Ex. #3 and Union Ex. #32). As such, it seems that the rate of pay for a new hire during the first six months should be the rate that the current contract now provides during the last six months of the current one-year probation. The fact-finder recommends that the new hire rate be \$0.94 below base wage until completion of probation. This recommendation maintains the essence of the parties' past bargaining and is also supported by the Union's comparability exhibit. The comparability counties are reported as having a probationary rate ranging from zero (\$0.00) less to a dollar forty-eight (\$1.48) less (Union Ex. #32). If you remove the two zero counties (one is a non-bargaining county), the range is reported as between forty-two cents (\$0.42) less and a dollar forty-eight cents (\$1.48) less, with an average probationary rate of eighty-nine cents (\$0.89) less for those counties that have a probationary rate.

The fact-finder's recommendation of a ninety-four cent (\$0.94) probationary rate is consistent with the parties' past bargaining and is also supported by comparability.

15. Miscellaneous Article Language:

The current contract language under this article is opposed by the Union and recommended by the County. The fact-finder recommends that the current language be continued in the new contract. There was no evidence to persuade this neutral to otherwise recommend changing or removing the current language.

V. SUMMARY

To avoid any possibility of confusion, the fact-finder will not attempt to itemize a summary listing of all of the recommendations contained in this report. All of the issues that were presented have been discussed and it is hoped that the fact-finder's recommendations will prove helpful to the parties.

Dated this 10th day of May,
2002, Sycamore, Illinois.

Respectfully submitted,



Curtiss K. Behrens
Fact-Finder

CERTIFICATE OF SERVICE

I certify that on the 10th day of May, 2002, I served the foregoing Report of Fact-Finder upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Deborah A. Groene
P.O. Box 12248
Des Moines, Iowa 50312

James R. Swanger
666 Walnut, Suite 2000
Des Moines, Iowa 50309-3989

I further certify that on the 10th day of May, 2002, I submitted this Report for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust Street, Suite 202, Des Moines, Iowa 50309-1912.


Curtiss K. Behrens, Fact-Finder